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# COMMONWEALTH of VIRGINIA

## DEPARTMENT OF ENVIRONMENTAL QUALITY

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Robert G. Burnley  
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Gerard Seeley, Jr.  
Piedmont Regional Director

### WASTE MANAGEMENT BOARD ENFORCEMENT ACTION ORDER BY CONSENT ISSUED TO Carry-On Trailer, Inc. EPA ID Number VAR000507731

#### SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Waste Management Board and Carry-On Trailer, Inc. for the purpose of addressing certain alleged violations of the Virginia Waste Management Act and the Virginia Solid Waste Management Regulations.

#### SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the Virginia Waste Management Board, a permanent collegial body of the Commonwealth of Virginia as described in Code §§ 10.1-1401 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Order" means this document, also known as a Consent Order.

6. "Carry-On Trailer" means Carry-On Trailer, Inc., a corporation certified to do business in Virginia and its affiliates, subsidiaries, and parents.
7. "Facility" means the Carry-On Trailer Inc. manufacturing facility located at 159 Industrial Drive, in Montross, Virginia.
8. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
9. "VHWMR" means the Virginia Hazardous Waste Management Regulations 9 VAC 20-60-12 *et seq.*

#### **SECTION C: Findings of Fact**

1. Carry-On Trailer owns and operates a trailer manufacturing and coating plant located at 159 Industrial Drive in Montross, Virginia. This facility is a large quantity generator of hazardous waste.
2. On August 4, 2004, DEQ conducted an inspection of the Facility. Based upon observations made during this inspection, DEQ issued a Notice of Violation (NOV) No. 2004-09-PRO-602 on September 29, 2004 to the Facility. The NOV listed the following alleged violations:
  - Failure to obtain an EPA identification number from the Administrator [40 CFR § 262.12 & 9VAC 20-60-262].
  - Failure to maintain records [40 CFR § 262.40(c) & 9 VAC 20-60-262].
  - Failure to make a hazardous waste determination [40 CFR § 261.1 & 9 VAC 20-60-261; 40 CFR § 262.43 & 9 VAC 20-60-262].
  - Failure to manage containers for hazardous waste [40 CFR § 262.31 & 9 VAC 20-60-262; 40 CFR § 262.171 & 9 VAC 20-60-262; 40 CFR § 262.34(a) & 9 VAC 20-60-262; 40 CFR § 265.173(a) & 9 VAC 20-60-265; 40 CFR § 265.1087(c)(3) & 9 VAC 20-60-265].
  - Failure to have spill kits on site. [40 CFR § 265.31 & 9 VAC 20-60-265].
  - Failure to conduct weekly inspections [40 CFR § 265.174 & 9 VAC 20-60-265].
  - Failure to notify the Department of the less than 90 days accumulation area [40 CFR § 262.34 & 9 VAC 20-60-266B].
  - Failure to maintain adequate aisle space [40 CFR § 265.35 & 9 VAC 20-60-265].
  - Failure to provide training to all employees with hazardous waste responsibilities [40 CFR § 262.34 (a)(4) & 9 VAC 20-60-262; 40 CFR § 265.16(a)(1) & 9 VAC 20-60-265; 40 CFR § 265.16(c) & 9 VAC 20-60-265].
  - Failure to have a written contingency plan [40 CFR § 265.51 through 40 CFR § 265.56 & 9 VAC 20-60-265].

- Failure to make appropriate arrangements with local officials [40 CFR § 265.37(a) & 9 VAC 20-60-265].
  - Failure to provide and/or retain copies of Land Disposal Restriction (LDR) forms with manifests [40 CFR § 268.7(a)(2) & 9 VAC 20-60-268; 40 CFR § 268.7(a)(3)(i) & 9 VAC 20-60-268].
3. On September 29, 2004, a Notice of Violation was issued to Carry-On Trailer for the above violations.
  4. On March 25, 2005, an inspection was conducted at the Facility and it was noted that 31 drums of hazardous waste were manifested in January 2005. This inspection also noted the following deficiencies:
    - Manifests were not being maintained at the Facility.
    - Key personnel had not received hazardous waste training.
    - There were no documented weekly inspections of the hazardous waste accumulation areas.

#### **SECTION D: Agreement and Order**

Accordingly, the Board, by virtue of the authority granted in Va. Code § 10.1-1455 orders Carry-On Trailer and Carry-On Trailer voluntarily agrees to pay a civil charge of \$8,150 within 30 days of the effective date of the Order in settlement of the violations cited in this Order. When making payment, Carry-On Trailer shall reference this Order and shall include its Federal Identification Number. Payment shall be made by check payable to the "Treasurer of Virginia," deliverable to:

Receipts Control  
Department of Environmental Quality  
Post Office Box 10150  
Richmond, Virginia 23240

#### **SECTION E: Administrative Provisions**

1. The Board may modify, rewrite, or amend the Order with the consent of Carry-On Trailer, for good cause shown by Carry-On Trailer, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the Notice of Violation issued to Carry-On Trailer by DEQ on September 29, 2004. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate

enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.

3. For purposes of this Order and subsequent actions with respect to this Order, Carry-On Trailer admits the jurisdictional allegations, but does not admit to the factual findings and conclusions of law contained herein.
4. Carry-On Trailer consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Carry-On Trailer declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Carry-On Trailer to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Carry-On Trailer shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Carry-On Trailer shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Carry-On Trailer shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:
  - a. the reasons for the delay or noncompliance;
  - b. the projected duration of any such delay or noncompliance;
  - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
  - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

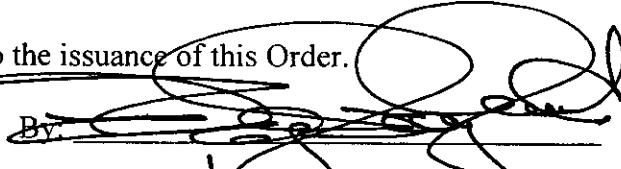
Failure to so notify the Regional Director within 24 hours of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim of inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Carry-On Trailer. Notwithstanding the foregoing, Carry-On Trailer agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall terminate upon payment of the civil charge required by Section D of this Order. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Carry-On Trailer from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
12. By its signature below, Carry-On Trailer voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 1<sup>ST</sup> day of August, 2005.

  
Robert G. Burnley, Director  
Department of Environmental Quality

Carry-On Trailer, Inc. voluntarily agrees to the issuance of this Order.

By:   
Date: 10 June 2005

State of Georgia

City/County of Jackson

The foregoing document was signed and acknowledged before me this 10 day of  
June, 2005, by Mike Skoglund, on behalf  
(name)  
of Carry-On Trailer, Inc.

C. Dawn Sanders

Notary Public  
C. DAWN SANDERS

Notary Public, Jackson County, Georgia  
My Commission Expires August 5, 2005

My commission expires: \_\_\_\_\_